

Parcel ID #: 681200000A2

RW#:

RIGHT OF WAY OR EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) paid by **COLUMBIA GAS OF VIRGINIA, INC.**, a Virginia corporation, with mailing address at 1809 Coyote Drive, Chester, Virginia 23836, hereinafter called the Grantee, to **THE CITY OF COLONIAL HEIGHTS, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter, whether singular or plural, called the Grantor. The Grantor does hereby grant and convey to the Grantee an easement or right of way for forty (40) years to construct, operate, maintain, replace, repair, alter the size, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, and to perform pre-construction work/activities, over and through all that certain tract of land situate in the City of Colonial Heights, Commonwealth of Virginia, and described as follows:

The location of the easement area pursuant to the terms and conditions of this right of way agreement is shown on Drawing Number **V570-92-19**, attached hereto, made a part hereof, and recorded herewith.

With the right of ingress to and egress from the easement area by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands and to exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the easement of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement by various means.

Grantor may use and enjoy the easement, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, or any other obstructions on or over the Right-of-Way that will, in any way, interfere with the use of the Right-of-Way by Grantee. Grantor shall not change the depth of cover in Right-of-Way; conduct grading operations within the Right-of-Way; permit the dumping of refuse or waste in the Right-of-Way; without the written consent of the Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying,

construction, operation, replacement, and maintenance of said pipelines to as near as practical to the Premises' original condition, except as provided herein.

Grantor and Grantee have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Grantor and Grantee shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Agreement, Grantor represents that, to the best of their knowledge: (a) No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the easement area which would cause or threaten to cause an endangerment to human health or the environment or require clean up. (b) Neither the Right-of- Way, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the easement for Grantee's intended use. (c) The easement is not currently and has not previously been used for industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the easement.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon Grantor and the Grantee and their respective representatives, heirs, successors and assigns.

Grantee and Grantor executed a Natural Gas Franchise Agreement on December 20, 2019, and January 2, 2020, respectively. Except for the provisions in this Right Of Way Or Easement Agreement that contradict provisions in the Natural Gas Franchise Agreement, the Grantee and Grantor shall comply with the provisions of the Natural Gas Franchise Agreement.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A

WITNESS, the following signatures and seal this _____ day of _____, 2020.

BY: _____(SEAL)

Title: City Manager

COMMONWEALTH OF VIRGINIA)
) to-wit:
CITY OF COLONIAL HEIGHTS)

IN WITNESS WHEREOF, I, _____, a Notary
Public, here unto set my hand and official seal.

My commission expires the _____ day of _____, 20____.

